



George Latimer
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

May 20, 2019

By e-mail and UPS overnight mail

Nicholas J. Singer
Standard Amusements LLC
1 Playland Parkway
P.O. Box 809
Rye, New York 10580

Re: Your letter of May 16, 2019

Dear Mr. Singer:

I write in response to the letter you sent to me by e-mail on May 16, 2019. In the letter, you requested a meeting among "limited staff and without lawyers" for the purpose of "work[ing] through the issues" between Westchester County and Standard Amusements ("Standard"). Standard's conduct has shown it is not sincerely interested in resolving the issues. The County sent a termination letter because Standard did not meaningfully engage in the ongoing process to resolve its breaches of the Playland Agreement. Meetings and negotiations did occur to reach a mutually agreeable parting of the ways or to reach an agreement for an ongoing relationship between the County and Standard Amusements. Standard then refused to go forward with a meeting scheduled for April 25th to continue those negotiations.

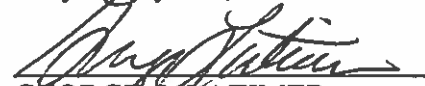
Rather than work towards a resolution, after receiving our termination letter on April 26th, Standard launched a campaign to sabotage the success of Playland. This is disappointing behavior from a company that has claimed to be motivated by the best interests of Playland. Standard seems committed to creating a false public narrative about food and ride safety issues at Playland in order to undermine attendance and public confidence in the County's ability to operate the park. Standard's public relations firm planted false stories about food and ride safety in the press. As Standard is well aware, in addition to multiple inspections performed by the concessionaires and food managers at Playland, the Department of Health inspects the food concession areas regularly. Likewise, Standard knows that there are no ride safety issues at Playland. Prior to each season's opening, including earlier this month, the New York State Department of Labor inspects Playland's rides and has issued permits to operate them without any safety concerns.

Standard's public relations firm has also been falsely accusing the County of a lack of transparency. But it has been Standard that has failed to be transparent. My administration held a comprehensive, public informational session for the Board of Legislators, attended by me and my senior staff. We conducted a tour of Playland for the press and the legislators to see park health and safety conditions for themselves. I have appeared on news programs to clearly state the County's vision for Playland and the reasons why we terminated the Playland Agreement. On the other hand, Standard has tried to do an end-run around the County's administration and appeal directly to the Board of Legislators. It is noteworthy that Standard ignored the Board of Legislators when the company worked with the prior administration in December 2017, after the election, to alter Standard's obligation to invest in new rides for Playland without the legally required approval of the Board of Legislators.

For years, Standard did not reveal any of its plans for Playland. It was only after the County sent its termination letter that Standard sent what it purported to be a master plan to the Board of Legislators. Moreover, contrary to its public statements, Standard has not been forthcoming about the source and terms of the investment it claims is available to the company to satisfy its obligations to invest \$27.75 million in Playland. Meanwhile, Standard has refused to allow the County to complete its audit of the amounts Standard claims to have invested in the park. We already know that the vast majority of those amounts cannot properly be claimed as part of the company's contractually defined Manager's Investment. Standard has yet to open itself to broad press and public scrutiny over all aspects of its resources, its management team, its specific plans for managing and marketing the park, and its prospective plans for pricing the services at the park.

Standard's behavior is inconsistent with a good faith intention to continue a contractual relationship that would span thirty years. It is unlikely that a meeting can repair this damage and excuse the company's bad faith conduct.

Very truly yours,



GEORGE S. LATIMER

Westchester County Attorney

148 Martine Ave., 9th Floor

White Plains, NY 10601

GLatimer@westchestergov.com

(914) 995-2900

By hand delivery

cc: Westchester County Board of Legislators